

**SERIAL 04038 S      HEALTH SELF-MONITORING CENTERS**

**DATE OF LAST REVISION: July 27, 2005 CONTRACT END DATE: June 30, 2009**

**CONTRACT PERIOD THROUGH JUNE 30, 2009**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **HEALTH SELF-MONITORING CENTERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 01, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**SD/mm**  
Attach

Copy to:            Clerk of the Board  
Andrew Guarneri, Total Compensation  
**Mirheta Muslic**, Materials Management

(Please remove Serial 01023-SC from your contract notebooks)



## CONTRACT FOR HEALTH SELF-MONITORING CENTERS

SERIAL 04038-S

This Contract is entered into this 1st day of June, 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and AMERICAN MEDICAL SCREENING LTD., an Arizona corporation ("Contractor") to provide health self-monitoring centers in various locations throughout Maricopa County. This will allow employees and the public to draw from a library of wellness and benefits brochures as well as to self-monitor the following key health factors: Blood Pressure, Heart Rate, Body Fat Rate, and Targeted Body Weight.

### 1.0 TERM

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of June, 2004 and ending the 30th day of June, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (5) year term. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 DUTIES:

#### 2.1 CONTRACT TYPE

This is a Services Non-Revenue contract and County funds will not be expended. Payment for the rental of these Health Education Centers will be by various sponsors, and the Contractor will establish a pricing agreement between the sponsors and Contractor. The contract(s) between the sponsors and Contractor will have no bearing on the County, and the County is not responsible for any contractual issues between the sponsors and Contractor.

#### 2.2 SPONSORS

The County will work with Contractor to identify sponsors. As more sponsors are located, more Health Education Centers will be placed at additional locations.

#### 2.3 LOCATIONS

These Health Education Centers will be placed in various locations throughout Maricopa County, to be determined by the Maricopa County Total Compensation department.

#### 2.4 LITERATURE

Contractor shall place appropriate sponsor-provided health-related literature at each of the Health Education Centers. The name of each type of brochure to be placed in the Center, along with the quantity of each brochure, is to be forwarded to Maricopa County Total Compensation upon the placement of a new Center. Updated information on brochure usage will be included in quarterly reports.

2.5 REPORTING

Quarterly reports will be submitted to Maricopa County Total Compensation. The reports should be broken down by location and contain the following information, at a minimum:

- Usage for blood pressure test
- Usage for weight test
- Quantity of each brochure replenished since the last report

Quarterly reports can be provided either in a paper format or in an Excel format and sent via email.

2.6 MAINTENANCE AND REPAIR OF CENTERS

Contractor shall clean, dust, and disinfect the Health Education Centers quarterly. The update/cleaning schedule should be provided to Maricopa County Total Compensation upon the placement of a new Center. At this time the Contractor also agrees to the restocking of up-to-date health brochures/flyers/record cards and to include this information in the quarterly report.

Contractor agrees to perform calibration, preventative, and remedial maintenance to the Centers, as required. Calls requesting repair may come from the general public or from Maricopa County Total Compensation. Regardless of where the call originates, the Contractor agrees to make necessary repairs within 48 hours of receiving the call.

2.7 HEALTH EDUCATION CENTERS

The Health Education Centers will consist of the following:

- 2.7.1 Electronic Sit-Down Blood Pressure/Heart Rate Machine (meets NIH and AHA guidelines for upper arm measurement of blood pressure in sitting position)
- 2.7.2 Computerized weight/calorie analysis "Video Scale" with body fat and text messaging.
- 2.7.3 Four (4) Display Advertising Communication Panels on blood pressure and scale
- 2.7.4 18-Slot Literature Rack

3.0 TERMS & CONDITIONS:

3.1 INDEMNIFICATION AND INSURANCE:

3.1.1 INDEMNIFICATION

3.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law,

**CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.1.4 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents,

representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.1.5 Certificates of Insurance.

- 3.1.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE**

**CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

AMERICAN MEDICAL SCREENING, LTD.  
2923 N. 33<sup>rd</sup> Avenue  
Phoenix, AZ 85017  
Attn: Paul W. Reichert

3.3 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing one hundred eighty (180) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

3.4 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**3.5 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**3.6 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**3.7 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**3.8 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**3.9 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**3.10 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE



**AMERICAN MEDICAL SCREENING LTD, 2923 N 33<sup>RD</sup> AVENUE, PHOENIX, AZ 85017**

Vendor Number: **W000004791 X**

Telephone Number: 602/269-0655

Fax Number: 602/269-2128

Contact Person: Paul Reichert

E-Mail [paulr@amshealthed.net](mailto:paulr@amshealthed.net)

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2009.**